

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT SOUTHERN DIVISION

BYRON GLENN, M.D., and)	
CAPE URGENT CARE, INC.,)	No. ED96233
)	
Appellants,)	Appeal from the Circuit Court
)	of Cape Girardeau County
vs.)	
)	Honorable William L. Syler
HEALTHLINK HMO, INC.,)	
HEALTHLINK, INC., ANTHEM BLUE)	
CROSS AND BLUE SHIELD, and)	
WELLPOINT,)	
)	
Respondents,)	
)	Filed: January 3, 2012

Dr. Byron Glenn (Glenn) appeals from the trial court's order granting summary judgment for HealthLink HMO and HealthLink PPO (collectively "HealthLink"). Glenn brought suit alleging HealthLink breached the HMO Agreement and PPO Agreement. Glenn alleged multiple breaches of these agreements. The trial court concluded that no genuine issues of material fact existed to support Glenn's claims, and held that HealthLink was entitled to judgment as a matter of law.

AFFIRMED in part; REVERSED and REMANDED in part.

The Southern Division holds: The record supports a finding that a genuine issue of material fact exists with regard to Glenn's claims that HealthLink failed to provide marketing assistance under the HMO Agreement because it removed Glenn's name from some of its online provider directories prior to the end of the agreement. We further find that a genuine question of material fact exists as to whether HealthLink failed to pay contractual in-network provider rates under both the HMO and PPO Agreements. We therefore reverse and remand with respect to those issues alone. We find no error as to the remainder of the trial court's order granting HealthLink summary judgment against Glenn's remaining claims and therefore affirm the trial court's order as to those issues.

Opinion by: Kurt S. Odenwald, C.J., Sherri B. Sullivan, J. and Gary M. Gaertner, Jr., J., Concur.

Attorney for Appellant: Jeffrey P. Hine

Attorney for Respondent: John E. Cozean and Michael J. Tuteur

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